Exhibit 1

Patterson, Belknap, Webb & Tyler LLP

1133 Avenue of the Americas
New York, NY 10036-6710
(212) 336-2000
Fax (212) 336-2222

Erik Haas

Direct Phone
(212) 336-2117

Email Address
ehaas@pbwt.com

April 28, 2004

By Hand

Blue Cross and Blue Shield of Montana
560 N. Park Avenue
Helena, MT 59601

Re: In re Pharmaceutical Industry Average Wholesale Price Litigation

Dear Sir/Madam:

Please find enclosed a subpoena calling for the production of documents in this litigation. This subpoena is being served on behalf of all defendants to the Amended Master Consolidated Class Action Complaint.

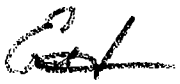
In view of the expedited schedule ordered by the Court, we request that you produce on a rolling basis as the responsive documentation is identified. Defendants also request that you prioritize production of the following three categories of documents.

First, all documents your client produced in any other litigation, government investigation or inquiry related to the use of AWP in Medicare, Medicaid or private reimbursement, including *In re Lupron Marketing and Sales Practices Litigation* (MDL No. 1430). (Document request 27). Second, electronic transaction records showing reimbursement or payment for the subject drugs ("claims data") that is maintained in electronic format. To facilitate this production, we have attached a list of illustrative data fields defendants require. (Document request 10). Third, all contracts, communications and other documents in your possession concerning the named plaintiffs in this case. (Document request 1).

While the subpoena calls for the production of a deposition witness on May 19, we are willing to work with you to schedule a mutually agreeable deposition date. In some cases, based on the documentation produced, a deposition might not be required.

We look forward to discussing these issues with you in greater detail.

Very truly yours,



Erik Haas

Enclosure
cc: All Counsel of Record (by Verilaw)

Field Name	Field Description
Internal Control Number	Numeric or Alphanumeric field used to uniquely identify each claim.
Subscriber Number	Identification number for the subscriber.
Group Number	Identifies a set of individuals who obtain insurance and health care coverage services through a common group business relationship.
Billing Unit	Identifies a set of individuals who obtain insurance and health care coverage services under a certain billing relationship.
Group Name	Name of the group for which the subscriber is a member.
Fund Method	Identifies the financial arrangement of the group as either self-funded, fully-insured, or other
Product	High level categorization of a product. (Indemnity, Managed Indemnity, PPO, Long Term Care, Point of Service, Drug, Dental, etc.) May be referred to as Line of Business.
Plan Type	Type of plan (Administrative services only, Fiscal Intermediary, etc.)
Patient Age	Patient age as of the incurred date of the claim.
Patient Gender	Gender of the Patient.
Member relationship	Relationship with the plan (subscriber, spouse, dependent, etc.)
Claim Number	Internal Insurer medical claim identification number
Claim Status or Type	Indicates processing status of claim.
First Service Date	Date of first service provided for the claim.
Date of Service	Date of service of the claim.
Payment Date	The date the claim reaches final disposition (also referred to as settlement date or check date).
Provider charge	Total amount billed (charges) for the service or drug provided.
PBM Dispensing Fee	The dispensing fee paid by the insurance carrier.
Drug Ingredient Cost	The amount the drug actually cost the pharmacy to obtain.
Amount Billed (Charges)	The total amount billed for the service or drug provided.
Allowed Charge	An amount that is used to determine any copay, coinsurance, and deductible applicable to a claim.
Claims Paid	Maximum potential financial liability for the covered service.
Copay	A fixed dollar amount deducted from the allowed amount for which the plan member must pay for certain medical services as specified by the contract.
Deductible	A dollar amount deducted from the allowed amount for which the plan member is liable.
Coinsurance Amount	The coinsurance amount is the liability of the plan member.
COB Savings Amount	The amount of money saved as a result of coordination of benefits or subrogation.
Medicare Paid Amount	Amount paid by Medicare.
Amount Not Covered	Amount not covered.
NDC Code	National Drug Code assigned by the Federal Drug Administration for pharmaceuticals.
HCPCS/J Code	Procedure code associated with physician administered drugs.
HCPCS/J Code (2)	Second procedure code associated with physician administered drugs, if applicable.

Field Name	Field Description
HCPCS/J Code (3)	Third procedure code associated with physician administered drugs, if applicable
CPT Code	Procedure code for medical service provided.
Icd9 Code	Diagnosis code for medical service provided.
Denial Reason	If the claim was denied, why was it denied
Provider network status	In network, Out of network
Provider Number	Identifies the provider which provided the drug or service.
Provider Type	Identifies the type of provider providing the drug or service.
Provider Tax ID	Tax ID of Provider providing service.
Pharmacy Name	Name of pharmacy drug was provided.
Pharmacy Number	Pharmacy identification number.
Diagnosis Code	Primary diagnosis for the medical service submitted on claim
AWP Price	Average Wholesale Price for Wholesale Drugs
Date Filled	Date prescription was filled.
Days Supply	Day supply of drug provided.
Drug Name	Name of the drug provided.
NDC	National Drug Code, unique identifier for drugs
Other Coverage Indicator	Indicates if other commercial or Medicare coverage is known to Payor
Patient ID	Unique identifier for individual patient.
Refill Code	Code associated with review amounts.
RX Dose	Dosage Amount of drug provided.
RX Type	Form of Drug provided.
State	State in which service was provided.
Units	Number of units provided.
Denial Reason	If the claim was denied, why was it denied.
Claim adjustment number	Claim Adjustment number to ensure only the latest claim status is provided.

* Please note the field listing above is not all inclusive. This listing represents a combined listing of fields third party insurers typically maintain related to claims associated with physician assisted and retail pharmacy drugs. Any additional fields maintained with claim data should be provided.

AO 88 (Rev. 1/94) Subpoena in a Civil Case

UNITED STATES DISTRICT COURT
DISTRICT OF MONTANA

In re: PHARMACEUTICAL INDUSTRY AVERAGE WHOLESALE PRICE LITIGATION	**SUBPOENA IN A CIVIL CASE** **MDL NO. 1456**
	Civil Action No. 01-12257-PBS
	Judge Patti B. Saris **(case pending in D. Mass.)**
THIS DOCUMENT RELATES TO THE MASTER CONSOLIDATED CLASS ACTION	

TO: Blue Cross and Blue Shield of Montana
560 N. Park Avenue
Helena, MT 59601

☐ **YOU ARE COMMANDED** to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☒ **YOU ARE COMMANDED** to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
Blue Cross and Blue Shield of Montana 560 N. Park Avenue Helena, MT 59601	May 19, 2004 at 10 a.m.

☒ **YOU ARE COMMANDED** to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):
See Schedule A, attached hereto.

PLACE	DATE AND TIME
Blue Cross and Blue Shield of Montana 560 N. Park Avenue Helena, MT 59601	May 18, 2004 at 10 a.m.

☐ **YOU ARE COMMANDED** to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
Attorney for Defendants Johnson & Johnson, Centocor Inc. Ortho Biotech Products L.P., Janssen Pharmaceutica L.P. and McNeil-PPC on behalf of all defendants to the Amended Master Consolidated Class Action Complaint	April 28, 2004

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER: Erik Haas, Patterson, Belknap, Webb & Tyler LLP, 1133 Avenue of the Americas, New York, NY 10036. (212) 336 2000.

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on Reverse)

AO 88 (Rev. 1/94) Subpoena in a Civil Case

PROOF OF SERVICE		
SERVED	DATE	PLACE
SERVED ON (PRINT NAME)	MANNER OF SERVICE	
SERVED BY (PRINT NAME)	TITLE	

DECLARATION OF SERVER

I declare under penalty of perjury under the laws ofhe United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____
DATE

_____
SIGNATURE OF SERVER

_____
ADDRESS OF SERVER

_____

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(C) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuanceand service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breah of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspectionand copying may within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party service the subpoena shall not be entitled to inspect and copy materials or inspect the premises expect pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it
(i) fails to allow reasonable time for compliance;
(ii) requires a person who is not a party or an officerof a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in orderto attend trial be commanded to travel from any such place within the state in which the trial is held, or
(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
(iii) requires a person who is not a party of an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assuresthat the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.
(1) A person responding to a subpoena to produce documentsshall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

SCHEDULE A

DEFINITIONS

1. "Blue Cross and Blue Shield of Montana" ("Blue Cross") means Blue Cross and any of its past or present trustees, officials, officers, fiduciaries, representatives, agents, assigns, attorneys, employees, divisions, departments, affiliates, and all other persons or entities acting or purporting to act on its behalf or under its control.

2. "AMCC" means the Amended Master Consolidated Class Action Complaint filed in connection with MDL Docket No. 1456, Civil Action No. 01-12257-PBS, in the United States District Court for the District of Massachusetts.

3. "AMP" or "Average Manufacturer Price" shall have the meaning set forth in 42 U.S.C. § 1396r-8(k)(1).

4. "And" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request any information that might otherwise be construed to be outside its scope.

5. "Auditor" means any independent entity that provides an independent, third-party audit review of any aspect of medical coverage or services provided by any health plan or health and welfare fund to any of its participants or beneficiaries.

6. "AWP" or "Average Wholesale Price" means the price for drugs as periodically published by one or more pharmaceutical industry compendia, including the Drug Topics Red Book (the "Red Book"), American Druggist First Databank Annual Directory of Pharmaceuticals ("First DataBank"), Essential Directory of Pharmaceuticals (the "Blue Book") and Medi-Span's Master Drug Database ("Medi-Span").

7. "Benefit Consultant" means any person or entity that provides information,

counsel or advice to any health plan or health and welfare fund regarding any medical benefit or service provided by any health plan or health and welfare fund to any participant or beneficiary.

8. "Best Price" shall have the meaning ascribed to that term pursuant to 42 U.S.C. § 1396r-8(c)(1)(C).

9. "CMS" shall mean Centers for Medicare and Medicaid Services.

10. "Communication" means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).

11. "Concerning" means referring to, describing, evidencing, or constituting.

12. "Copy" or "Copies" when used in reference to a document means any color or black-and-white reproduction of a document, regardless of whether the reproduction is made by means of carbon paper pressure, sensitive paper, photostat, xerography, or other means or process.

13. "Document" means the original and each non-identical copy of a document in any medium, including electronic form, whether or not it was communicated to any person other than the author, and shall include but not be limited to, writings, printings, photographs, photocopies, tapes, recordings, video recordings, electronic data, e-mails, and any other symbolic representations in your possession, custody or control or known or believed by you to exist.

14. "EAC" or "Estimated Acquisition Cost" shall have the meaning ascribed to that term pursuant to 42 C.F.R. § 447.301.

15. "Government payor" means any federal or state government entity or program that reimburses Providers for drugs or health care services, including but not limited to CMS, Medicare, and Medicaid.

16. "Independent Practice Association" means any organized group of

providers whose members provide health care to any participant or beneficiary.

17. "MAC" means Maximum Allowable Cost and includes the meaning ascribed to that term pursuant to 42 C.F.R. § 442.332.

18. "Manufacturer" means a company that manufactures pharmaceutical products, including, without limitation, subject drugs.

19. "MCC" means the Master Consolidated Class Action Complaint filed in connection with MDL Docket No. 1456, Civil Action No. 01-12257-PBS, in the United States District Court for the District of Massachusetts.

20. "Named Plaintiffs" means (i) the Board of Trustees of Carpenters and Millwrights of Houston and Vicinity Welfare Trust Fund; (ii) Teamsters Health & Welfare Fund of Philadelphia and Vicinity; (iii) Twin Cities Bakery Workers Health and Welfare Fund; (iv) United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund; (v) Philadelphia Federation of Teachers Health and Welfare Fund; or (vi) Man-U Service Contract Trust Fund, (vii) Vermont Public Interest Research Group, (viii) Wisconsin Citizen Action, (ix) New York StateWide Senior Action Council, (x) Citizen Action of New York and (xi) Citizens for Consumer Justice.

21. "PBM" means pharmacy benefit manager.

22. The terms "Participant" and "Beneficiary" mean a person for whom a health plan or health and welfare fund provides any medical or health insurance benefit.

23. "Person" means any natural person or any business, legal, or governmental entity or association.

24. "Price" means any payment made for a drug with or without discounts, rebates or other incentives affecting the cost of the drug.

25. "Private payor" means any non-government entity or program that reimburses Providers for drugs or health care services, including but not limited to health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, unions, and welfare and benefit funds.

26. "Provider" means any physician or entity that provides health care to any Participant or Beneficiary.

27. "Publisher" means an entity that publishes a listing of pharmaceutical prices, and includes publications identified in Health Care Financing Administration Program Memorandum AB-99-63 and includes FirstDataBank, Red Book, Blue Book and Medispan.

28. "Relating" means in any way concerning or referring to, consisting of, involving, regarding or connected with the subject matter of the request.

29. "Subject drug" or "subject drugs" means one or more of drugs listed on Exhibit A hereto.

30. "Third Party Administrator" means any entity that provides administrative services to any health plan or health and welfare fund relating to any medical benefit provided to any participant or beneficiary.

31. "WAC" means wholesale acquisition cost or the list prices for sales by manufacturers to wholesalers.

32. "Wholesaler" means any entity that purchases subject drugs from a manufacturer and resells such drugs to any other entity.

33. "You" or "your" shall refer to Blue Cross.

INSTRUCTIONS

1. Unless otherwise specifically stated, the requests below refer to the period of January 1, 1991 to the present.

2. The singular form of a noun or pronoun shall include within its meaning the plural form of the noun or pronoun and vice versa; the masculine form of a pronoun shall include within its meaning the feminine form of the pronoun and vice versa; and the use of any tense of any verb shall include within its meaning all other tenses of the verb.

3. Each request for production of documents extends to all documents in the possession, custody, or control of you or anyone acting on your behalf. A document is to be deemed in your possession, custody, or control if it is in your physical custody, or if it is in the physical custody of any other person and you (a) own such document in whole or in part; (b) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such document on any terms; (c) have an understanding, express or implied, that you may use, inspect, examine, or copy such document on any terms; or (d) have, as a practical matter, been able to use, inspect, examine, or copy such document when you sought to do so.

4. If production is requested of a document that is no longer in your possession, custody, or control, your response should state when the document was most recently in your possession, custody, or control, how the document was disposed of, and the identity of the person, if any, presently in possession, custody, or control of such document. If the document has been destroyed, state the reason for its destruction.

5. Provide the following information for each document withheld on the grounds of privilege:

(a) its date;

(b) its title;

(c) its author;

(d) its addressee;

(e) the specific privilege under which it is withheld;

(f) its general subject matter; and

(g) a description of it that you contend is adequate to support your contention that it is privileged.

6. These requests for production of documents are continuing in nature pursuant to Rule 26 of the Federal Rules of Civil Procedure so as to require, whenever necessary, continuing production and supplementation of responses between the initial date for production set forth above and the time of trial.

7. The documents produced must be produced as they are kept in the usual course of business or organized and labeled to correspond with the categories in the request.

8. To the extent that you consider any of the following requests for production of documents objectionable, please respond to the remainder of the production request, and separately state the part of each request to which you object and each ground for each objection.

DOCUMENTS TO BE PRODUCED

1. All documents concerning the Named Plaintiffs, including without limitation:

   (a) all communications with the Named Plaintiffs, including counsel for the Named Plaintiffs;

   (b) all contracts with the Named Plaintiffs;

   (c) reports provided to and received from the Named Plaintiffs;

   (d) documentation concerning the amount to charge the Named Plaintiffs for drugs administered; and

   (e) all data concerning drugs dispensed to or requested by the Named Plaintiffs' members or beneficiaries.

2. All documents relating to or reflecting any definition or meaning of AWP.

3. All documents that reflect, discuss, memorialize, or otherwise relate to your setting of reimbursement or payment rates for any subject drug.

4. All documents that you or someone acting on your behalf relied upon in setting reimbursement or payment rates for any subject drug.

5. All minutes from meetings where reimbursement or payment for subject drugs was discussed, including meetings where the setting of reimbursement or payment rates was discussed.

6. All documents relating to or reflecting the costs to providers of any subject drug.

7. All documents relating to or reflecting the amounts you reimburse providers for any subject drug.

8. All documents relating to or reflecting any differences between the costs to providers of any subject drug and the amounts you reimburse providers for any subject drug.

9. All documents relating to or reflecting your awareness that the costs to providers of subject drugs are different from the amounts you reimburse providers for subject drugs.

10. All transaction records maintained in a database or other electronic format concerning amounts reimbursed or paid by you for Subject Drugs.

11. All documents relating to your claims processing policies and procedures for any subject drug.

12. All documents reflecting any payments made by you that were based in whole or in part on the AWP of any subject drug.

13. All communications between you and providers or pharmacies relating to reimbursement, payment or prices of any subject drug.

14. All documents relating to any requests by you for any information concerning the reimbursement, pricing or payment for any subject drug.

15. All documents concerning your decision to rely on, reliance on, or use of drug pricing information published by any publisher for any subject drug.

16. All documents created by or received from any publisher, including but not limited to drug pricing information, and communications, memoranda, contracts or agreements between you and any publisher regarding any subject drug.

17. All documents relating or referring to AWPs, including documents that relate or refer to the relationship between any price and AWP for any subject drug.

18. All documents relating or referring to any difference between an AWP and an actual payment by you or anyone else for any subject drug.

19. To the extent not otherwise produced, all documents concerning AWP,

AMP, WAC, MAC, EAC, Best Price or any other drug pricing, payment or reimbursement information for any subject drug.

20. All documents relating or referring to your contractual relationships with PBMs, third party administrators, benefit consultants, auditors, wholesalers, manufacturers, independent practice associations, pharmacies or providers insofar as they cover subject drugs, including, without limitation, master agreements, addenda, schedules, attachments, requests for proposal, responses to requests for proposal and correspondence.

21. Documents sufficient to identify all persons involved in negotiation of contractual relationships with PBMs, third party administrators, benefit consultants, auditors, wholesalers, manufacturers, independent practice associations, pharmacies or providers insofar as they cover any subject drug.

22. All documents relating to any profit analysis you have performed or received relating to your reimbursement or payment for any subject drug.

23. All documents concerning any internal or external, formal or informal, investigations, studies, research, assessments, analyses, reviews or audits regarding drug pricing or reimbursement or payment amounts or rates for any subject drug.

24. All filings with any state or federal government entity made by you or on your behalf that refer or relate to AWP.

25. All documents created by or received from CMS, United States Department of Health and Human Services, The Health and Human Services Office of the Inspector General, the General Accounting Office, Congress or any other federal or state institution, agency, department, or office regarding the pricing of prescription drugs.

26. All documents provided to CMS, United States Department of Health and

Human Services, the Department of Health and Human Services Office of the Inspector General, the General Accounting Office, Congress, or any other federal or state institution, agency, department, or office regarding the pricing of any subject drug.

27. All documents produced by you in any litigation, government investigation or inquiry related to the use of AWP in Medicare, Medicaid or private reimbursement.

28. All current and historical organizational charts for all of your departments.

EXHIBIT A

ALL DRUGS LISTED BELOW ARE SUBJECT TO THESE DISCOVERY REQUESTS

Abbott	Acetylcyst
Abbott	Acyclovir
Abbott	A-Methapred
Abbott	Amikacin
Abbott	Amikacin Sul
Abbott	Aminosyn
Abbott	Biaxin
Abbott	Calcijex
Abbott	Cimetidine
Abbott	Clindamycin
Abbott	Depakote
Abbott	Depakote SPR
Abbott	Dextrose
Abbott	Dextrose w/Sodium Chloride
Abbott	Diazepam
Abbott	Ery-Tab
Abbott	Erythromycin Cap
Abbott	Erythromycin Tab Bs
Abbott	Fentanyl Cit
Abbott	Furosemide
Abbott	Gentamicin
Abbott	Heparin Lock
Abbott	Leucovor CA
Abbott	Lorazepam
Abbott	Prevacid Cap
Abbott	Prevacid Gra
Abbott	Sod Chloride
Abbott	Sodium Chloride Sol
Abbott	Tobra/Nacl
Abbott	Tobramycin
Abbott	Vancomycin
Allen & Hanburys	Beconase AQ SPR
Allen & Hanburys	Flonase SPR
Allen & Hanburys	Serevent AER
Allen & Hanburys	Serevent DIS MIS
Amgen	Aranesp
Amgen	Enbrel
Amgen	Epogen
Amgen	Kineret
Amgen	Neulasta

Amgen	Neupogen
Astrazeneca	Accolate
Astrazeneca	Arimidex
Astrazeneca	Casodex
Astrazeneca	Diprivan
Astrazeneca	Nolvadex
Astrazeneca	Seroquel
Astrazeneca	Zestril
Astrazeneca	Zoladex
Astrazeneca	Zomig
Astrazeneca	Zomig ZMT
Astrazeneca	Atacand
Astrazeneca	Atacand HCT
Astrazeneca	Entocort EC
Astrazeneca	Nexium
Astrazeneca	Prilosec
Astrazeneca	Pulmicort
Astrazeneca	Rhinocort
Astrazeneca	Toprol XL
Aventis	Allegra
Aventis	Allegra-D
Aventis	Amaryl
Aventis	Anzemet
Aventis	Arava
Aventis	Azmacourt
Aventis	Calcimar
Aventis	Carafate
Aventis	Cardizem Cap
Aventis	Cardizem Inj
Aventis	Cardizem Tab
Aventis	Gammar
Aventis	Gammar P-IV
Aventis	Intal
Aventis	Intal INH
Aventis	Nasacort
Aventis	Nasacort AQ
Aventis	Taxotere
Aventis	Trental
B. Braun	Dextrose
B. Braun	Dextrose with sodium chloride
B. Braun	Dextrose with lactated ringers
B. Braun	Heparin with dextrose
B. Braun	Heparin with sodium chloride

B. Braun	Sodium chloride IV solution
B. Braun	Sodium chloride irrigation
Baxter	Aggrastat
Baxter	Ativan
Baxter	Bebulin VH
Baxter	Brevibloc
Baxter	Buminate
Baxter	Cisplatin
Baxter	Claforan/D5W
Baxter	Dextrose
Baxter	Doxorubicin
Baxter	Gammagard SD
Baxter	Gentam/NACL
Baxter	Gentran 40
Baxter	Gentran 75
Baxter	Gentran/Trav
Baxter	Heparin Lock
Baxter	Iveegam
Baxter	Iveegam EN
Baxter	Osmitrol
Baxter	Osmitrol VFX
Baxter	Recombinate
Baxter	Sod Chloride
Baxter	Sodium Chlor Sol
Baxter	Travasol
Baxter	Travasol w/Dextrose
Baxter	Vancocin HCL
Baxter	Vancocin/Dex
Bayer Pharmaceutical	Cipro
Bayer Pharmaceutical	Cipro Cystit Tab
Bayer Pharmaceutical	Cipro I.V.
Bayer Pharmaceutical	Cipro XR
Bayer Pharmaceutical	DTIC-DOME
Bayer Pharmaceutical	Gamimune N
Bayer Pharmaceutical	Koate-HP
Bayer Pharmaceutical	Kogenate FS
Bayer Pharmaceutical	Mithracin
B-M Squibb	Paraplatin Inj
B-M Squibb	Blenoxane
B-M Squibb	Cytoxan
B-M Squibb	Etopophos
B-M Squibb	Rubex
B-M Squibb	Taxol

B-M Squibb	Vepesid
B-M Squibb	Ividex EC
B-M Squibb	Avapro
B-M Squibb	Buspar
B-M Squibb	Cefzil
B-M Squibb	Glucophage)
B-M Squibb	Glucovance)
B-M Squibb	Monopril)
B-M Squibb	Plavix)
B-M Squibb	Serzone)
B-M Squibb	Tequin)
B-M Squibb	Coumadin
Apothecon	Amikin (amikacin sulfate)
Apothecon	Fungizone (amphotercin b)
Cerenex	Amerge
Cerenex	Imitrex
Cerenex	Zofran
Dey Labs	Acetylcysteine
Dey Labs	Albuterol
Dey Labs	Cromolyn Sodium
Dey Labs	Ipratropium
Dey Labs	Metaproteren Neb
Fujisawa	Aristocort
Fujisawa	Aristospan
Fujisawa	Cefizox
Fujisawa	Cefizox/D5W
Fujisawa	Cyclocort
Fujisawa	Lyphosin
Fujisawa	Nebupent or Pentam 300
Fujisawa	Prograf
Fujisawa	Vinblastine Sulfate
Gensia	Amikacin Sulfate
Gensia	Amphotercin B
Gensia	Etoposide
Gensia	Leucovorin Calcium
GlaxoSmithKline	Advair Diskus
GlaxoSmithKline	Agenerase
GlaxoSmithKline	Agenerase SOL
GlaxoSmithKline	Alkeran
GlaxoSmithKline	Amerge
GlaxoSmithKline	Beconase

GlaxoSmithKline	Ceftin
GlaxoSmithKline	Combivir
GlaxoSmithKline	Daraprim
GlaxoSmithKline	Epivir
GlaxoSmithKline	Epivir HBV
GlaxoSmithKline	Flonase
GlaxoSmithKline	Flovent
GlaxoSmithKline	Flovent ROTA
GlaxoSmithKline	Imitrex
GlaxoSmithKline	Kytril
GlaxoSmithKline	Lamictal
GlaxoSmithKline	Lanoxin
GlaxoSmithKline	Lanoxin Ped
GlaxoSmithKline	Leukeran
GlaxoSmithKline	Mepron
GlaxoSmithKline	Myleran
GlaxoSmithKline	Navelbine
GlaxoSmithKline	Paxil
GlaxoSmithKline	Paxil CR
GlaxoSmithKline	Purinethol
GlaxoSmithKline	Relenza
GlaxoSmithKline	Retrovir
GlaxoSmithKline	Servent
GlaxoSmithKline	Thioguanine
GlaxoSmithKline	Trizivir
GlaxoSmithKline	Valtrex
GlaxoSmithKline	Ventolin HFA
GlaxoSmithKline	Wellbutrin
GlaxoSmithKline	Zantac
GlaxoSmithKline	Ziagen
GlaxoSmithKline	Zofran
GlaxoSmithKline	Zovirax
GlaxoSmithKline	Zyban
Immunex	Leucovorin Calcium
Immunex	Leukine
Immunex	Methotrexate Sodium
Immunex	Novantrone
Immunex	Thioplex
J&J Group (Centocor)	Remicade
J&J Group (Janssen Pharmaceutica)	Aciphex
J&J Group (Janssen Pharmaceutica)	Duragesic
J&J Group (Janssen Pharmaceutica)	Reminyl
J&J Group (Janssen Pharmaceutica)	Risperdal
J&J Group (Janssen Pharmaceutica)	Sporanox

J&J Group (Ortho McNeil Pharmaceutical)	Bicitra
J&J Group (Ortho McNeil Pharmaceutical)	Elmiron
J&J Group (McNeil-PPC)	Flexeril
J&J Group (Ortho McNeil Pharmaceutical)	Floxin
J&J Group (Ortho McNeil Pharmaceutical)	Haldol
J&J Group (Ortho McNeil Pharmaceutical)	Haldol Decan
J&J Group (Ortho McNeil Pharmaceutical)	Levaquin
J&J Group (Ortho McNeil Pharmaceutical)	Mycelex
J&J Group (Ortho McNeil Pharmaceutical)	Pancrease
J&J Group (Ortho McNeil Pharmaceutical)	Pancrease MT
J&J Group (Ortho McNeil Pharmaceutical)	Parafon Fort
J&J Group (Ortho McNeil Pharmaceutical)	Polycitra
J&J Group (Ortho McNeil Pharmaceutical)	Polycitra-K
J&J Group (Ortho McNeil Pharmaceutical)	Polycitra-K Sol
J&J Group (Ortho McNeil Pharmaceutical)	Polycitra-LC Sol
J&J Group (Ortho McNeil Pharmaceutical)	Regranex
J&J Group (Ortho McNeil Pharmaceutical)	Terazol 3
J&J Group (Ortho McNeil Pharmaceutical)	Terazol 7
J&J Group (Ortho McNeil Pharmaceutical)	Testoderm
J&J Group (Ortho McNeil Pharmaceutical)	Tolectin
J&J Group (Ortho McNeil Pharmaceutical)	Tolectin DS
J&J Group (Ortho McNeil Pharmaceutical)	Topamax
J&J Group (Ortho McNeil Pharmaceutical)	Tylenol/Cod
J&J Group (Ortho McNeil Pharmaceutical)	Tylox
J&J Group (Ortho McNeil Pharmaceutical)	Ultracet
J&J Group (Ortho McNeil Pharmaceutical)	Ultram
J&J Group (Ortho McNeil Pharmaceutical)	Urispas
J&J Group (Ortho McNeil Pharmaceutical)	Vascor
J&J Group (Ortho Biotech Products)	Procrit
J&J Group (Ortho Neutrogena)	Erycette
J&J Group (Ortho Neutrogena)	Grifulvin V
J&J Group (Ortho Neutrogena)	Monistat
J&J Group (Ortho Neutrogena)	Renova
J&J Group (Ortho Neutrogena)	Retin-A
J&J Group (Ortho Neutrogena)	Retin-A Micr Gel
J&J Group (Ortho Neutrogena)	Spectazole Cream
Novartis	Clozaril
Novartis	Combipatch
Novartis	Comtan
Novartis	Estraderm
Novartis	Exelon
Novartis	Femara
Novartis	Lamisil
Novartis	Lamprene
Novartis	Lescol

Novartis	Lescol XL
Novartis	Lotensin
Novartis	Lotensin HCT
Novartis	Lotrel
Novartis	Miacalcin
Novartis	Parlodel
Novartis	Ritalin
Novartis	Ritalin LA
Novartis	Starlix
Novartis	Tegretol
Novartis	Tegretol XR
Novartis	Trileptal
Novartis	Vivelle
Novartis	Vivelle-DOT
Pfizer	Accupril
Pfizer	Accuretic
Pfizer	Cardura
Pfizer	Celontin
Pfizer	Dilantin
Pfizer	Dilantin-125
Pfizer	Estrostep FE
Pfizer	Femhrt 1/5
Pfizer	Lipitor
Pfizer	Lopid
Pfizer	Minizide
Pfizer	Nardil
Pfizer	Neurontin
Pfizer	Nitrostat
Pfizer	Renese
Pfizer	Rescriptor
Pfizer	Viracept
Pfizer	Zarontin
Pfizer	Zithromax
Pfizer	Zoloft
Pfizer	Zyrtec
Pharmacia	Adriamycin PFS
Pharmacia	Adriamycin RDF
Pharmacia	Adrucil
Pharmacia	Amphocin
Pharmacia	Amphotercin B
Pharmacia	Bleomycin Sulfate
Pharmacia	Celebrex
Pharmacia	Cleocin-T
Pharmacia	Cytarabine (Cytosar-U)

Pharmacia	Depo-Testosterone
Pharmacia	Etoposide
Pharmacia	Neosar
Pharmacia	Solu-Cortef
Pharmacia	Solu-Medrol
Pharmacia	Toposar
Pharmacia	Vincasar PFS
Schering	Clarinex
Schering	Claritin
Schering	Claritin-D
Schering	Diprolene
Schering	Diprolene AF
Schering	Diprosone
Schering	Elocon
Schering	Eulexin
Schering	Integrilin
Schering	Intron-A
Schering	Lotrisone
Schering	Nasonex
Schering	Peg-Intron
Schering	Proventil
Schering	Rebetol
Schering	Sebizon
Schering	Temodar
Schering	Trinalin Rep
Schering	Vanceril
Warrick	Albuterol
Warrick	Clotrimazole
Warrick	Griseofulvin, Ultramicrocry
Warrick	ISMN
Warrick	Oxaprozin
Warrick	Perphenazine
Warrick	Potassium Chloride
Warrick	Sodium Chloride
Warrick	Sulcrafate Tablets
Warrick	Theophylline
Sicor	Acyclovir Sodium
Sicor	Amikacin Sulfate
Sicor	Doxorubicin
Sicor	Etoposide
Sicor	Leucovorin Calcium
Sicor	Pentamidine Isethionate
Sicor	Tobramycin Sulfate

TAP	Prevacid
Watson	Dexamethasone Acetate8
Watson	Dexamethasone Sodium Phosphate
Watson	Diazepam
Watson	Estradiol
Watson	Ferrlecit
Watson	Fluphenazine HCL
Watson	Gemfibrozil
Watson	Gentamicin Sulfate
Watson	Imipramine HCL
Watson	Infed
Watson	Lorazepam
Watson	Nadolol
Watson	Perphenazine2
Watson	Propranolol
Watson	Ranitidine
Watson	Vancomycin HCL
Watson	Verapamil HCL

Exhibit 2

MILLER & CHEVALIER
CHARTERED

655 FIFTEENTH STREET, N.W., SUITE 900
WASHINGTON, D.C. 20005-5701
202.626.5800 FAX: 202.626.0858
WWW.MILLERCHEVALIER.COM

ADAM P. FEINBERG
202.626.6087
afeinberg@millchev.com

July 23, 2004

VIA FACSIMILE AND 2-DAY FEDERAL EXPRESS

Adeel Abdullah Mangi, Esquire
Patterson, Belknap, Webb & Tyler LLP
1133 Avenue of the Americas
New York, NY 10036

Re: In re: Pharmaceutical Industry Average Wholesale Price Litigation

Dear Mr. Mangi:

This letter is in response to your letter dated July 19, 2004, regarding the subpoena your clients served on BlueCross BlueShield of Montana ("BCBSMT") in the above referenced matter.

As I have told you on the phone several times, BCBSMT is more than willing to try to produce responsive documents, provided you narrow your requests substantially so as to address the objections BCBSMT set forth in writing on May 14, 2004.[1] To date, you have not done that. Indeed, some of your firm's purported attempts to "narrow" the requests only serve to make them more burdensome. For example, when we spoke with your colleagues Erik Haas and Elaine H. Wynn on May 27, 2004, they informed us it would be sufficient for BCBSMT to supply only a representative sample of BCBSMT's contracts. However, Ms. Wynn's June 4, 2004, follow-up letter to us set forth "a listing of the *minimum* number and types of contract defendants would expect to be produced," and calling for well in excess of 500 "sample" contracts meeting *all* of the specified parameters in as many as eight categories. Although it would be extremely burdensome, it would be easier for BCBSMT to simply produce all of its contracts than to comply with your notion of a representative sample.

In any event, BCBSMT remains willing to try to work with you to achieve a mutually acceptable solution. With that in mind, BCBSMT has endeavored to compile what it believes is a representative sampling of its contracts. We hope to have these documents available by August 13, 2004. You asked me on the phone to describe the methodology used to collect this sample. BCBSMT is compiling the sample on a case by case basis. For example, in categories where only a handful of form contracts were used, BCBSMT is providing you examples of each. We will attempt to provide you with a fuller explanation of how the documents were collected when they are produced.

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[1] Neither this letter nor BCBSMT's production of any documents should be construed as a waiver of any of these objections.

The electronic claims data sought in the subpoena presents additional and even more substantial problems. This data currently resides in at least three places. First, data from before 1991 until 1993 was created using the RBS system and is archived. The data is currently on data tapes and must be accessed using COBOL programs in a batch mode. Unfortunately, BCBSMT does not have technical or business staff capable of interpreting this data, so any extraction will be extremely difficult, if not impossible.

Second, most of the remaining data you seek is archived and was created using the Long Range System Plan ("LRSP") system. Typically, claims that are older than approximately 24 to 27 months have been archived. There are a few exceptions to this. For example, a claim associated with a once-in-a-lifetime procedure is never achieved. The archived claims are on data tapes and are accessible by COBOL programs in a batch mode.

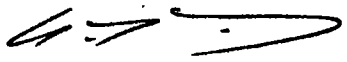
Third, data in the LRSP system that has not been archived is available on-line.[2]

Wherever it resides, it will be difficult to pull data associated with the more than 300 drugs covered by the subpoena. The easiest way to do that would be to search for the "J-drug procedure codes" associated with each drug. This will require research into which codes are applicable and additional programming efforts. Moreover, BCBSMT is unable to search by these codes for claims prior to 1997. Claims from before this time did not utilize standardized codes and would have to be pulled by manually reviewing each hardcopy claim.

BCBSMT does not have the technical staff, and in some cases the expertise, to extract the data sought in the subpoena. BCBSMT would have to hire outside consultants to perform the work, at a cost well into the hundreds of thousands of dollars.

Finally, your letter inquired about the documents produced in the Lupron litigation. Those documents – Bates numbered MON 0000001 through MON 0006501 – are enclosed. Please note that Bates numbers MON 0006458, MON 0006459, and MON 0006501 are CDs. In addition, BCBSMT is about to produce additional documents in the Lupron litigation, and we will provide copies of those to you shortly.

Sincerely,



Adam P. Feinberg

Enclosures (by U.S. Mail only)

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[2] In addition, BCBSMT's pharmacy claims data is in the possession of BCBSMT's three pharmacy benefit managers ("PBMs"). BCBSMT understands that these PBMs are entitled to charge a fee to access this data. Copies of BCBSMT's contracts with these PBMs are included in the Lupron documents.

Exhibit 3

JENIPHR A.E. BRECKENRIDGE
DIRECT • (206) 224-9325
JENIPHR@HBSSLAW.COM

HAGENS BERMAN
SOBOL SHAPIRO LLP

May 9, 2006

Via Electronic Mail

Mr. Christopher R. Dillon
Ropes & Gray
One International Place
Boston, MA 02110-2624

Re: Nevada AWP Actions

Dear Christopher:

This letter is a partial reply to your letter dated April 28, 2006 ("April 28, 2006 Letter"). The State of Nevada disagrees with many of the characterizations and positions taken in your letter. This will not be the State's only response on topics raised.

Outstanding Document Requests

Numerous documents have been produced since the April 28 Letter. We will not recount those productions here.

Category 1: Lack of cooperation and full disclosure among drug defendants is a defense problem. The State has met its discovery obligations by producing responsive defendant-specific documents located for that defendant to the specific defendant and asking the defendant to share the information with other defendants as it deems appropriate. The State has no obligation to provide a list of the documents produced by drug manufacturer name. Further, the State has no obligation to produce similar documents for drug manufacturers not in the case. In most cases, documents in this category contain information defendants deem confidential and proprietary. Defendants other than your clients have written to thank us for treating their documents in this way. Your own clients have withdrawn copies of this type of communications introduced as exhibits at depositions because of their sensitivity. The State will not bear the responsibility of divulging this information. Defendants should obtain this information from one another.

We have produced responsive correspondence for Warrick and Schering-Plough. As a practical matter, if you have produced these to your co-defendants, it would seem that you are in a good position to broker a "show me yours; show you mine" exchange. Leave the State out of it.

Category 2: Responsive documents will be produced in accordance with the procedure detailed under Category 1 above.

Category 6: The State has not located responsive documents. The State disagrees that just because the information might be available to First Health, the State necessarily has access to this information. Furthermore, defendants have not demonstrated that the historical information is in First Health's possession. Moreover, the same information is the subject of defendants' December 2, 2005 subpoena to First Health. The State has not been provided with copies of documents that First Health provided defendants in response to this subpoena. Defendant (sic) First Health Group Corporation's Response to Subpoena to Produce Documents dated March 17, 2006 indicated that First Health would provide a sampling of responsive MAC documents would be provided to defendants. Document produced by First Health may include the information you seek.

Category 7: The State Medicaid library has been checked. There are no responsive OIG or CMS reports to produce.

As for the HCFA-64 reports, the State has produced sample HCFA 64 reports. This is what led GSK on behalf to request access to the complete set of available reports. The State has already made them available as kept in the ordinary course of business. Because of their volume, defendants must review them before they are copied. I believe sample reports have been used as exhibits at certain depositions. You should check with Covington and Burling about these reports.

Rebate Data: The State is inclined to agree to a stipulation. However, before we do so we request defendants to provide us with copies of the rebate data to review and a draft of the stipulation language.

30(b)(6) Notice

Topics 1-6: As an initial matter, defendants are *not* entitled to discovery with respect to Topics 2, 3 and 5 and therefore, contrary to your suggestion in the April 28, 2006 Letter, we will not produce witnesses with knowledge on those topics. Magistrate

Bowler did *not* order the State to provide discovery on all the non-Medicaid agencies from which the defendants sought discovery. Defendants were limited to three entities of their choosing. Defendants chose the Division of Mental Health and Developmental Services, Senior Rx, and the Public Employee Benefits Fund. We will provide witnesses as described in previous correspondence.

These witnesses will not be Fed. Rule 30(b)(6) witnesses. Your April 28 letter is the first suggestion by defendants that they would like to treat the upcoming non-Medicaid witnesses as Fed. R. Civ. P. 30(b)(6) witnesses. This was not our understanding of the purpose and scope of these depositions as ordered by Magistrate Bowler. Defendants' motion to compel non-Medicaid discovery was filed in January 31, 2006, the same data as Defendants' Second 30(b)(6) notice. Obviously, the target of the motion to compel could not have been the deposition notice. Defendants could not have moved to compel a deposition notice that had not yet become due. Consistent with that point, the prospect of treating the witnesses as 30(b)(6) witnesses was not raised in defendants' briefing on the motion to compel nor, to my understanding, at the oral argument. Furthermore, the 30(b)(6) notice as it relates to non-Medicaid entities is broader than the discovery expectations outlined in Katie O'Sullivan's March 30, 2006 letter. For a month before your letter, have been operating off the March 30, 2006 O'Sullivan Letter as we selected witnesses whose files would be searched and would be produced for deposition.[1]

The witnesses will testify about their knowledge only. Because drug acquisition and reimbursement for these entities is often handled by outside vendors, you will likely find that the state employees have little knowledge of the topics in which defendants are interested. The State is having difficulty even locating documents that detail drug acquisitions and reimbursement rates. The documents we have produced to date reflect these difficulties as will the witness testimony.

Topics 7-14 and 17: The State objected to the notice in its entirety shortly after it was received. April 10, 2006 was a follow up. Please consult with your co-defendants regarding earlier communications regarding the State's objections.

[1] Ms. O'Sullivan's letter related to the Montana and Nevada AWP cases. In the Montana case, there has been no expectation communicated that either the State would provide six witnesses or that the witnesses would be deemed to be Fed. R. Civ. P. 30(b)(6) witnesses.

In addition to objections to the subject matters, the State objects to the burden created by this notice. Defendants have taken an excessive number of depositions in this case. Additional depositions are unnecessary.

As for defendants suggestion that the State "adopt" the testimony of "some of the State witnesses . . . on these topics" in lieu of producing 30(b)(6) witnesses, this proposal is vague. Before evaluating this offer, the State would need to know what topics, what witnesses and what portions of their testimony defendants propose the State should "adopt."

We are willing to discuss this further. The State is prepared to move for a protective order if necessary.

Claims Data

First Health has agreed to produce certain claims data. Jason Litow and Ron Dove had negotiated extensively with First Health since August, 2005 for the claims data from 2003 to the present, including physician administered drugs. First Health presented them with a proposal, with costs, for producing the data. The proposal was dated March 28, 2006 and was addressed to Jason Litow. To my knowledge, no defendant has followed up the pending proposal.

The April 28, 2006 letter is the first time defendants have requested claims data for "any reimbursement of the Medicare co-pay"; or "any parens patriae claims." instance. The data that has been produced by the State today is the product of extensive negotiations with defendants. Defendants dictated the data fields they wanted provided. These areas will be covered by the State's expert reports at the appropriate time. The parens patriae claims will be supported by defendants' own data.

Electronic Discovery

We disagree with your statement that as it relates to electronic discovery it is "the State's burden to search the files of *all individuals* that have relevant documents." April 28, 2006 Letter at 5. Magistrate Judge Bowler ordered the State to search the files of witnesses who have been or will be deposed. As explained to you last week, the State followed the list provided by Covington and Burling in the December 14, 2005 letter. We e-mailed you before the State launched the electronic searches asking you to confirm that this is the list we should use. When we did not hear back from you, we

assumed it was the appropriate list. We will add the additional witnesses to the list, if time permits.

The April 28, 2006 Letter asked us to explain "why the data is not available" for "Ms. Wright, Mr. Thomson (sic), and Ms. Squartsoff." We disagree that we have any additional obligation to provide the explanations you request regarding available electronic information. Defendants have already taken the depositions of two IT staff people in this case: Mel Rosenberg and Ron Swenson. Nevertheless, Mr. Rosenberg informs me that the tenures and email accounts of these former Medicaid employees predated the current system.

Depositions

As previously communicated, we are working to schedule the remaining Nevada witnesses for the week of May 22, 2006. Any information you can provide on the expected duration of the depositions for each witness would be helpful.

Sincerely,

HAGENS BERMAN SOBOL SHAPIRO LLP

Jeniphr A.E. Breckenridge

cc: L. Timothy Terry